

# County of Los Angeles DEPARTMENT OF CHILDREN AND FAMILY SERVICES

425 Shatto Place, Los Angeles, California 90020 (213) 351-5602

Board of Supervisors
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June 8, 2004

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The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

REQUEST TO APPROVE CHILD WELFARE SERVICES REDESIGN IMPLEMENTATION, COHORT 1 FUNDING FOR DIFFERENTIAL RESPONSE/EMERGENCY FAMILY PRESERVATION SERVICES AND CHILD WELFARE SERVICES REDESIGN TRAINING (All Supervisorial Districts) (3 Votes)

JOINT RECOMMENDATION BY THE DIRECTOR OF THE DEPARTMENT OF CHILDREN AND FAMILY SERVICES WITH THE DIRECTOR OF MENTAL HEALTH AND THE CHIEF PROBATION OFFICER THAT YOUR BOARD:

- 1. Approve use of Child Welfare Services (CWS) Redesign Implementation, Cohort 1 funding for provision of Differential Response/ Emergency Family Preservation DR/EFP services (\$371,200) and Child Welfare Services Redesign training for County staff (\$20,000) in areas crucial to the successful implementation of CWS Redesign. The current deadline for use of the Cohort 1 funding is June 30, 2004. DCFS has requested from the State an extension of the deadline but has not yet received a response from the State.
- 2. Approve use of the attached Form Amendment (Attachment B) to amend existing Community Family Preservation Network (CFPN) service Agreements with the thirty (30) agencies listed in Attachment A to increase the maximum contract amounts in the aggregate total of \$371,200 effective the date of execution through June 30, 2004 for provision of DR/EFP services. The cost of the amendments is financed using Promoting Safe and Stable Families (PSSF) Cohort 1 funding with no net County cost. Sufficient funding is included in the FY 2003-04 Adopted Budget.

- 3. Delegate authority to the Director of DCFS, the Director of the Department of Mental Health (DMH), and the Chief Probation Officer to execute the Amendments with the agencies and in the amounts listed in Attachment A; and instruct the Director of DCFS to notify your Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of executing the amendments.
- 4. Delegate authority to the Director of DCFS, the Director of DMH, and the Chief Probation Officer to execute Amendments, after County Counsel and CAO approval, to increase maximum contract amounts after June 30, 2004 if the deadline for use of the Cohort 1 funding is extended; and instruct the Director of DCFS to notify your Board of Supervisors and the Chief Administrative Office (CAO) in writing within ten (10) working days of executing the amendments.

#### PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County was chosen to be one of the Cohort 1 counties to participate in early implementation of best practices identified in the CWS Redesign. Additional PSSF funding of \$800,000 was provided to fund the cost of a variety of activities/services (\$698,674) and training (\$101,326). At this time, the deadline for use of the funding is June 30, 2004; however, DCFS has requested an extension to September 30, 2004. The request is still pending.

The purpose of the recommended actions is to increase funding to thirty (30) CFPN agencies listed in Attachment A for provision of DR/EFP services. The services are intended to provide for full implementation of the child abuse prevention services that currently relies primarily on local community resources. Services are designed to serve families reported to DCFS for which allegations are unsubstantiated or inconclusive and the Children's Social Worker (CSW) has assessed that child safety will be enhanced by involving the family in these services.

Due to the late notification of the availability of this funding, it is anticipated the agencies will be able to utilize only \$371,200 of the available funding by June 30, 2004. If the State approves the request to extend the deadline for use of the Cohort 1 funding, the requested delegated authority to execute contract amendments after June 30, 2004 to increase the maximum contract amounts would allow more time for agencies to provide the additional services and fully utilize the available Cohort 1 funding.

In addition to the funding provided for services, \$101,326 in Cohort 1 funding is available to fund the cost to train County management and direct services staff in areas crucial to a successful CWS Redesign Implementation program.

#### Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the County Strategic Plan Goals 1 (Service Excellence) and 5 (Children and Families' Well-Being). The recommended actions will provide for additional Family Preservation services and collaborate/integrate services for children and families across functional and jurisdictional boundaries.

#### **FISCAL IMPACT/FINANCING**

The cost of the contract amendments with the thirty (30) CFPN agencies listed on Attachment C in FY 2003-04 is \$371,200. The cost of County staff training in FY 2003-04 is \$20,000. The cost of the amendments and training are financed using PSSF Cohort 1 funding with no net County cost. Sufficient funding is available in the FY 2003-04 Adopted Budget.

If the deadline to utilize the funding is extended, the cost of the amendments to reflect the additional funding through September 2004 would be \$327,474 which can be accommodated in the FY 2004-05 Proposed County Budget. An extension would also result in funding of \$81,326 for training to be accommodated in the FY 2004-05 Proposed County Budget. There is no net County cost.

#### FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 10, 2003, a Form Amendment was approved to extend the CFPN Agreements for one additional year, from July 1, 2003 through June 30, 2004. This action resulted in the extension of forty (40) CFPN Agreements to continue providing services in all 8 SPAs in Los Angeles County. An extension request for six additional months for CFPN services was approved by your Board on June 1, 2004; this extended the expiration date of agreements with thirty-eight (38) CFPN agencies through December 31, 2004.

DCFS is requesting delegated authority to amend the current contracts with the thirty (30) CFPN agencies listed on Attachment A. These thirty (30) CFPN agencies have indicated that they have the capacity to accommodate families requiring DR/EFP services. If the State extends the deadline for usage of the funding to September 30, 2004, all or a portion of the agreements would have to be amended again to reflect the additional funding available for these services.

Additional funding is intended to serve families reported to DCFS for which allegations of child abuse/neglect are unfounded or inconclusive. Presently, only families for whom a referral has been "substantiated" are referred to the CFPN agencies for services. Therefore, amending the CFPN Agreements for DR/EFP services will enlist the skills of all CSW to investigate and refer cases on which reports of abuse/neglect were found to be unsubstantiated or inconclusive to CFPN agencies. Families needing and agreeing

to participate in DR/EFP services will meet with the referring DCFS CSW and the local CFPN agency representative within days of initial contact with DCFS. Immediate or expedited response and involvement by the local CFPN agency for follow-up and support will enhance safety and well-being of children, thus preventing possible future referrals and/or subsequent removal/detention of children.

Training of County staff will be provided by five community-based agencies (The Shields for Families, El Centro Del Pueblo, Boys and Girls Club of San Fernando Valley, City of Long Beach, and Westside Children's Center), one per Supervisorial District was selected by other CFPNs in their Supervisorial District to be the lead training agency. The Department will allocate \$20,000 of the Cohort 1 training funds to provide community partnership training to County staff with emphasis on DR/EFP services. The Department will coordinate with Internal Services Department to execute purchase orders to procure the training services

The form Amendment includes revised Budgets to reflect the increase funding. The form Amendment incorporates language currently required in all County contracts.

Contractor is in compliance with all Board, Chief Administration Officer, and County Counsel requirements.

This Board Letter and form Amendment have been reviewed by County Counsel and CAO. County Counsel approved the Amendments as to form.

#### **CONTRACTING PROCESS**

No additional solicitation process was required for the Amendments since the Amendments are to extend the term of the existing Agreements. DCFS has evaluated and determined that the Living Wage Ordinance Program (County Code Chapter 2.201) does not apply.

#### **IMPACT ON CURRENT SERVICES**

Approval of the thirty (30) CFPN agreements to increase funding will allow participating CFPN agencies to provide DR/EFP services to families on whom a report of child abuse/neglect was found to be either unsubstantiated or inconclusive although the family may be experiencing problems in family functioning that are characterized by child abuse and neglect.

#### **CONCLUSION**

Upon approval by the Board of Supervisors, it is requested that the Executive Officer/Clerk of the Board send a copy of the adopted Board letter and attachments to:

- Dept of Children and Family Services Contracts Administration Attention: Walter Chan, Manager 425 Shatto Place, Room 400 Los Angeles, CA 90020
- Marvin Southard, Director Department of Mental Health 550 S. Vermont Ave., 12<sup>th</sup> Floor Los Angeles, CA 90020
- Richard Shumsky, Chief Probation Officer 4.
   Probation Department
   9150 East Imperial Hwy, Rm. B/82
   Downey, CA 90242
  - Office of the County Counsel Attn: Rose Belda Principal Deputy County Counsel 201 Centre Plaza Drive Ground Floor Monterey Park, CA 91754

Respectfully submitted,

DAVID SANDERS, PH.D.
Director, Department of
Children and Family Services

RICHARD SHUMSKY Chief Probation Officer, Probation Department

MARVIN J. SOUTHARD, D.S.W. Director, Department of Mental Health

DS:WC:RML:ae

Attachments (3)

c: Chief Administrative Office

Commission for Children and Families

## COHORT 1 CWS REDESIGN FOR DIFFERENTIAL RESPONSE/EMERGENCY FAMILY PRESERVATION SERVICES

Agency Name	GSA*	FY 2003-04 Allocation	Cohort 1 Funding FY 2003-04	Proposed Revised FY 2003-04 Allocation
Assistance League of Southern California	17	\$828,094.16	\$16,000	\$844,094.16
Assistance League of Southern California	19	337,634.68	8,000	345,634.68
Bienvenidos Children's Center, Inc.	1	458,138.20	4,800	462,938.20
Bienvenidos Children's Center , Inc.	16	448,314.19	9,600	457,914.19
Boys & Girls Club of San Fernando Valley	3	631,574.54	8,000	639,574.54
Boys & Girls Club of San Fernando Valley	19	316,083.07	8,800	324,883.07
East Valley Boys & Girls Club	20	822,950.66	12,000	834,950.66
Child and Family Center	3	358,849.13	4,800	363,649.13
Children's Center Of Antelope Valley	9	530,370.63	6,400	536,770.63
Children's Institute International	10	436,828.90	5,600	442,428.90
Children's Institute International	11	381,320.11	4,000	385,320.11
Children's Institute International	12	328,801.43	3,200	332,001.43
Drew Child Development	6	687,788.47	40,000	727,788.47
El Centro Del Pueblo	2	503,973.24	8,000	511,973.24
Guidance Community Development	22	852,306.05	8,800	861,106.05
Human Services Association	25	646,198.33	7,200	653,398.33
Institute for Black Parenting	24	444,197.14	5,600	449,797.14
Institute For Maximum Human Potential	6	1,040,280.07	44,000	1,084,280.07
Para Los Ninos	10	443,990.54	8,000	451,990.54
Personal Involvement Center	6	1,195,032.73	36,000	1,231,032.73
Plaza Community Center, Inc.	1	465,297.02	6,400	471,697.02
Pomona Unified School District (PUSD)	7	649,290.81	6,400	655,690.81
Project Impact, Inc.	23	376,690.30	4,000	380,690.30
Shields for Families	5	934,257.50	20,000	954,257.50
NCADD	11	374,124.66	4,800	378,924.66
SPIRITT	13	704,428.66	4,000	708,428.66
SPIRITT	15	409,667.08	17,600	427,267.08
Triangle Christian Services	6	1,126,253.77	32,000	1,158,253.77
Westside Children's Center	14	506,028.01	5,600	511,628.01
The University Corporation, CSU, Northridge	19	316,083.09	21,600	337,683.09
TOTAL		\$17,554,847.17	\$371,200	\$17,926,047.17

<sup>\*</sup>GSA = Geographic Service Area

AMENDMENT NUMBER
TO AGREEMENT
BY AND BETWEEN
THE COUNTY OF LOS ANGELES
AND
FOR THE PROVISION OF
COMMUNITY FAMILY PRESERVATION NETWORK SERVICES
IN GSA

## AMENDMENT NUMBER \_\_\_\_ TO COMMUNITY FAMILY PRESERVATION NETWORK AGREEMENT WITH <AGENCY NAME>

Famil	y Prese	Iment Number (hereafter, Amendment Number) to Community ervation Network Services Agreement, as previously amended, is made and at Los Angeles, California this day of 2004, by the County of Los Angeles (hereafter, COUNTY) and (hereafter, CONTRACTOR).
provid	de Com	WHEREAS, the parties have previously entered into an Agreement to munity Family Preservation Network Services;
and unsub	childrei ostantia	WHEREAS, the purpose of this Amendment Number is to increase Differential Response/Emergency Family Preservation Services to families n on whom a report of child abuse/neglect was found to be either ated or inclusive cases as provided under the Agreement and to increase in Contract Sum to compensate CONTRACTOR for services performed;
of the	Agree	WHEREAS, pursuant to Section 12.0, <b>CHANGES AND AMENDMENTS</b> , ment, the following changes are made to the Agreement; and,
Servi	ces, th	WHEREAS, the County of Los Angeles Board of Supervisors has ne authority to the Director of the Department of Children and Family e Director of the Department of Mental Health, and the Chief Probation ecute this Amendment Number; and
amen	d the A	NOW THEREFORE, COUNTY and CONTRACTOR hereby agree to agreement as follows:
		on 1.0, <b>APPLICABLE DOCUMENTS</b> , subsections 1.1 and 1.2 are amended estated in their entirety to read as follows:
	1.1	Exhibits A, B, C-1, C-2, C, D, E, F, G, H, I, J, K, L, M, N, O, P-1, P-2, P-3, P-4, P-5, P-6, P-7, P-8, P-9, P-10, Q, R, S and T set forth below are attached to and incorporated by reference in this Agreement.
	1.2	In the event of any conflict in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Agreement and Exhibits, or among Exhibits, said conflict or inconsistency shall be resolved by giving precedence first to the Agreement, and then to the Exhibits according to the following priority:

Exhibit A -Statement of Work

Exhibit B -Self-Evaluation Instructions
Exhibit C-1 -Budget for FY 2004-05
Exhibit C-2 -Budget for FY 2003-04

Exhibit C

-Start-up Budget -Sample Request for Advance Letter Exhibit D

Exhibit E Exhibit F Exhibit G	-Quarterly Start-up Reports -Quarterly Enrichment Services Reports -Statement of Received, Expended and Unexpended Base Rate, Supplementary Services and Therapeutic Day Treatment Funds
Exhibit H	-Auxiliary Fund Procedures and Forms
Exhibit I	-Sample Subcontract Document
Exhibit J	-CONTRACTOR's Equal Employment Opportunity (EEO)
	Certification
Exhibit K	-Community Business Enterprise (CBE) Form
Exhibit L	-Employee Acknowledgment and Confidentiality Agreement
Exhibit M	-Family Preservation Program Contract Accounting and
	Operating Handbook
Exhibit N	-Office of Management and Budget Circular A-122
Exhibit O	-Office of Management and Budget Circular A-87
Exhibit P-1	-CFPN Referral/Service Authorization (DCFS 800)
Exhibit P-2	-CFPN Referral/Services Authorization (FP 1324)
Exhibit P-3	-Mental Health Services Referral
Exhibit P-4	-Family Consent to Service Agreement
Exhibit P-5	-Consent to Release and Exchange Information (DCFS
E 1 11 11 D 0	802/802-S)
Exhibit P-6	-Sample MCPC Service Plan Agreement
Exhibit P-7	-MCPC Confidentiality Form
Exhibit P-8	-Sample Service Progress Notes
Exhibit P-9	-Unexcused Absence Alerts
Exhibit P-10	-Sample Family Specific Monthly Report
Exhibit Q	-Child Support Compliance Form
Exhibit R	-Probation Department Family Preservation On-site Contract
Exhibit S	Report -Probation Department Auxiliary Fund Authorization
Exhibit 5	-Probation Department Adxillary Fund Adthorization -Consent to Comply with the Bill of Children's Rights
LAHIDILI	-consent to comply with the bill of children's rights

- 2. Section 2.0, **CONTRACTOR'S SERVICES**, sub-section 2.2 is added as follows:
  - 2.2 Pursuant to the provisions of this Agreement, CONTRACTOR shall provide COUNTY with Differential Response/Emergency Family Preservation DR/EFP services as defined in Exhibit A, Statement of Work.
- 3. Section 4.0, **CONTRACT SUM**, sub-section 4.1 is deleted in its entirety and restated as follows:
  - 4.1 During the term of this Agreement, COUNTY shall reimburse CONTRACTOR for the costs of performing the services set forth in Exhibit A, Statement of Work, in accordance with Section 5.0, Payment and Invoices, provided that the total amount payable under this agreement shall not exceed \$\_\_\_\_\_\_, Maximum Contract Sum.

- 4. Section 4.0, **CONTRACT SUM**, is amended in part to add sub-section 4.2.4 as follows:
  - 4.2.4 The Maximum Annual Contract Sum from date of execution through June 30, 2004, shall not exceed \$\_\_\_\_\_.
- 5. Section 12.0, **CHANGES AND AMENDMENTS**, sub-section 12.6 is added as follows:
  - 12.6 Notwithstanding any other provision of this Agreement, the Director of the Department of Children and Family Services, the Director of the Department of Mental Health and the Chief Probation Officer may, without further action by COUNTY's Board of Supervisors, prepare and sign amendments to this Agreement to extend the term for Differential Response CFPN Services in the event an extension is provided to COUNTY by the State and to increase accordingly the Maximum Contract Sum commensurate with an increase in services provided however that:

    (a) County Counsel and Chief Administrative Office (CAO) approval is obtained prior to executing the amendment; and (b) the Board and CAO are notified in writing within ten (10) workdays of execution of the amendment.
- 6. Exhibit A, **STATEMENT OF WORK**, Section B SCOPE OF WORK, is amended to add paragraph 3 as follows:
  - 3. CONTRACTOR, shall provide Differential Response/Emergency Family Preservation DR/EFP services to families referred by a DCFS Children's Social Worker (CSW).
- 7. Exhibit A, **STATEMENT OF WORK**, Section C DEFINITIONS, is amended in part to add the following definition:
  - "Differential Response/Emergency Family Preservation DR/EFP services" means services to families reported to DCFS for which allegations of abuse or neglect are unsubstantiated or inconclusive and the Children's Social Worker (CSW) has assessed that child safety will be enhanced by involving the family in these services.
- 8. Exhibit A, STATEMENT OF WORK, Section D PROGRAM DESCRIPTION, 1.0 TARGET POPULATION, is amended to add paragraph vi, which reads in its entirety as follows:
  - vi) Families reported to DCFS for which allegations are unsubstantiated or inconclusive and the Children's Social Worker (CSW) has assessed that child safety will be enhanced by involving the family in these services.

9. Exhibit C-2, **BUDGET**, is attached hereto and incorporated by reference for the contract period from date of execution through June 30, 2004.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AMENDMENT NUMBER \_\_\_\_, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT AS PREVIOUSLY AMENDED SHALL REMAIN IN FULL FORCE AND EFFECT.

### AMENDMENT NUMBER \_\_\_\_ TO COMMUNITY FAMILY PRESERVATION NETWORK AGREEMENT WITH <AGENCY NAME>

IN WITNESS WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Agreement to be subscribed on its behalf by the Director, or his designee, of the Department of Children and Family Services, the Director of the Department of Mental Health, and the Chief Probation Officer and the CONTRACTOR has subscribed the same through its authorized officer, the day, month and year first above written. The persons signing on behalf of the CONTRACTOR warrant under penalty of perjury that he or she is authorized to bind the CONTRACTOR.

COUNTY OF LOS ANGELES	CONTRACTOR
DAVID SANDERS, PH.D. DIRECTOR, DEPARTMENT OF CHILDREN AND FAMILY SERVICES	BY
	Print or Type Name
MARVIN J. SOUTHARD, D.S.W. DIRECTOR, DEPARTMENT OF MENTAL HEALTH	Title BY
	Print or Type Name
	Title
RICHARD SHUMSKY CHIEF PROBATION OFFICER PROBATION DEPARTMENT	Tax ID Number
APPROVED AS TO FORM BY THE OFFICE OF COUNTY COUNSEL RAYMOND G. FORTNER, JR	
By Deputy County Counsel	